

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

7/offer

Environmental Protection Agency  
Region 1X  
215 Fremont St.  
San Francisco, CA. 94105

CERTIFIED MAIL NO. PO1 5380333

RETURN RECEIPT REQUESTED

In Reply Refer to: W-2  
Re: C 061022 13 1

28 OCT 1981

Sewer Authority

Mid-Coastside

Attn: Mr. W. F. Mortensen

General Manager

P.O. Box 67

Half Moon Bay, CA 94019

Dear Mr. Mortensen:

Your request for an increase in Federal participation to aid in financing the referenced project is approved. This Agency is pleased to offer the Sewer Authority Mid-Coastside a grant increase of \$2,061,000 to increase the eligible flow capacity to 2.0 MGD. This amendment raises the present grant from \$4,809,000 to \$6,870,000 and is based on a revised eligible project cost of \$9,160,000.

The original and two (2) copies of the enclosed Grant Amendment should be signed, dated and returned within three (3) weeks after receipt.

Please return the signed Grant Agreements to:

Box 100  
Sacramento, CA 95801

Glenn Twitchell, Chief  
Grants Unit

State Water Resources

Control Board

Division of Water Quality

P.O. Box 100

Sacramento, CA 95801

Sincerely yours,

6/29/81 TO 9/30/81

Original signed by

Frank M. Covington

Sonia F. Crow

Regional Administrator

Enclosure

4 c Grant Amendment

CONCURRENCES

SYMBOL	SNRCEB	SWRCEB	SWLRB	SWRCP	EPA	EPA	161/614 USB mail
URNAME	Shanks	Twitchell	Kennedy	Chapman	Meeks	Murphy	Frank
DATE	9/30/81	9/30/81	9/30/81	9/30/81	9/30/81	10/16/81	8 OCT 1981

PA Form 1320-1 (12-70)

OFFICIAL FILE COPY

SEND PAYMENT REQUEST TO:  
Payments Unit, PO Box 100

into CA 95801

PREVIOUS EDITIONS ARE OBSOLETE

PAGE 1 OF 1

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
ASSISTANCE AGREEMENT/AMENDMENT**

ASSISTANCE IDENTIFICATION NO.

C 0 6 1 0 2 2 1 3 1

**CHECK APPLICABLE ITEM(S)**

DATE OF AWARD (Obligation date)

OCT 16 1981

COOPERATIVE AGREEMENT

GRANT AGREEMENT

☒ ASSISTANCE AMENDMENT

SUBSEQUENT RELATED PROJECTS (WWT)

TYPE OF ACTION

INCREASE

**PART I-GENERAL INFORMATION**

1. ASSISTANCE PROGRAM

Construction Grants

2. STATUTE REFERENCE

PL 92-500/PL 95-217

3. REGULATION REFERENCE

40 CFR 35

4.

**RECIPIENT ORGANIZATION**

a. NAME

SEWER AUTHORITY MID-COASTSIDE

c. ADDRESS

P. O. BOX 67  
HALF MOON BAY, CA 94019

b. EMPLOYEE I. D. NO. (EIN)

5.

**PROJECT MANAGER (Recipient Contact)**

a. NAME

W. FRED MORTENSEN

d. ADDRESS

P. O. BOX 67  
HALF MOON BAY, CA 94019

b. TITLE

GENERAL MANAGER

c. TELEPHONE NO. (Include Area Code)

(415) 726-5566

6.

**PROJECT OFFICER (SWRCB) Contact**

a. NAME

ALEX KENNEDY

d. ADDRESS

State Water Resources Control Board  
Division of Water Quality  
Contracts Administration Unit  
P. O. Box 100  
Sacramento, CA 95801

b. TITLE

PROJECT COORDINATOR

c. TELEPHONE NO. (Include Area Code)

(916) 322-6486

7a. PROJECT TITLE/DESCRIPTION

CONSTRUCTION OF REGIONAL WASTEWATER TREATMENT FACILITY. THIS AMENDMENT ADJUSTS GRANT TO CURRENT ESTIMATE DUE TO AN INCREASE IN ELIGIBLE FLOW CAPACITY TO 2.0 MGD.

7b. ENTER APPLICABLE ITEMS FOR STEP 3 & 2/3 (WWT)

TREATMENT LEVEL

TYPE PROJECT

IS THERE ANY INDUSTRIAL FLOW?

YES

NO

TREATMENT PROCESS

SLUDGE DESIGN

7c. PROJECT STEP (WWT)

3

8.

**DURATION**

PROJECT PERIOD (Dates)

6/29/81 TO 9/30/83

BUDGET PERIOD (Dates)

9.

**DOLLAR AMOUNTS**

TOTAL PROJECT COSTS

EPA AWARD AMOUNT (In-Kind Amt.) \$6,870,000

TOTAL ELIGIBLE COSTS (WWT)

\$9,160,000

UNEXPENDED PRIOR YR. BAL. (EPA Funds)

TOTAL BUDGET PERIOD COSTS

THIS ACTION (This obligation amount)

\$2,061,000

10.

**ACCOUNTING DATA**

APPROPRIATION

DOC CONTROL NO.

ACCOUNT NO.

OBJ. CLASS

AMOUNT CHARGED

68X0103.D

C00003

FGDJ092002

41.11

\$2,061,000

41.

41.

11. PAYMENT METHOD

☐ ADVANCES (\_\_\_\_% of award)

☒ REIMBURSEMENT

☐ OTHER

12. PAYEE (Name and mailing address, Include ZIP Code.)

Grantee Organization

SEND PAYMENT REQUEST TO: SWRCB, Water Quality  
Payments Unit, PO Box 100, Sacramento CA 95801



PART II - APPROVED BUDGET

TABLE A - OBJECT CLASS CATEGORY  
(Non-construction)

TOTAL APPROVED ALLOWABLE  
BUDGET PERIOD COST

1. PERSONNEL
2. FRINGE BENEFITS
3. TRAVEL
4. EQUIPMENT
5. SUPPLIES
6. CONTRACTUAL
7. CONSTRUCTION
8. OTHER
9. TOTAL DIRECT CHARGES
10. INDIRECT COSTS: RATE % BASE
11. TOTAL (Share: Grantee % Federal %)

12. TOTAL APPROVED GRANT AMOUNT

\$

TABLE B - PROGRAM ELEMENT CLASSIFICATION  
(Non-construction)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
10. TOTAL (Share: Grantee % Federal %)

11. TOTAL APPROVED GRANT AMOUNT

\$

TABLE C - PROGRAM ELEMENT CLASSIFICATION  
(Construction)

1. CONSTRUCTION AND PROJECT COSTS \$8,000,000
2. ADMINISTRATIVE EXPENSES 80,000
3. LAND, STRUCTURES, RIGHT-OF-WAY
4. CONSULTANT ARCH./ENGR. FEES 680,000
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)
6. EQUIPMENT
7. CONTINGENCIES 400,000
8. RELOCATION PAYMENTS
9. INDIRECT COSTS
10. SUBTOTAL
11. GRANT PROCESSING FEE
12. TOTAL (Share: Grantee 12.5 % Federal 75 % State 12.5 %) \$ 9,160,000
13. TOTAL APPROVED GRANT AMOUNT \$ 6,870,000

**PART III - GRANT CONDITIONS****a. General Conditions:**

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

**b. Special Conditions:**

9. The increase in eligible treatment plant flow capacity is subject to final design review.

## PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

## OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the SEWER AUTHORITY MID-COASTSIDE for 75 % of all approved costs incurred up to and not exceeding \$6,870,000

for the support of approved budget period effort described in application (including all application modifications) Application for Federal Assistance

included herein by reference.

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION/ADDRESS  
EPA, Grants Administration Section  
215 Fremont Street  
San Francisco, CA 94105

AWARD APPROVAL OFFICE

ORGANIZATION/ADDRESS  
EPA, Water Division  
215 Fremont Street  
San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

SONIA F. CROW  
REGIONAL ADMINISTRATOR

DATE

OCT 16 1981

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of his agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee to the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

W.S. HEASLET GENERAL MANAGER

DATE

NOV 10 1981

RESOLUTION NO. 13-81

A RESOLUTION APPROVING AND ACCEPTING  
AMENDMENT TO GRANT AGREEMENT, STEP 3  
PROJECT NO. C-06-1022-130

U. S. ENVIRONMENTAL PROTECTION AGENCY  
(PROJECT UNIT 3)

RECEIVED  
NOV 13 1981  
DIVISION OF WATER QUALITY

RESOLVED, by the Board of Directors of the Sewer Authority  
Mid-Coastside, San Mateo County, California, as follows:

WHEREAS, this Board has received and accepted a grant contract  
from the U. S. Environmental Protection Agency (E.P.A.), entitled  
"Grant Agreement/Amendment C-06-1022-130", pursuant to which the E.P.A.  
is offering to fund 75% of the grant eligible costs of this Authority's  
proposed Project Unit 3 (Wastewater Treatment Facilities), with the  
funding level based upon a 1.3 mgd facility; and

WHEREAS, this Board has received an amendment thereto, entitled  
"Assistance Agreement/Amendment", dated October 16, 1981;

WHEREAS, in response to a request for reconsideration by this  
Board, this Authority has also been advised by the State Water  
Resources Control Board (State) that the State funding level has been  
similarly revised upward to a 2.0 mgd facility, but, to date,  
acknowledgement of this increased funding level by the State has not  
been received by the Authority in the way of an amendment to, or a  
grant contract in substitution of, the heretofore accepted State Grant  
Contract/Amendment;

WHEREAS, E.P.A., acting through the State, has authorized this  
Board to call for bids on this project, notwithstanding the fact that

the bond sale by the State of California, the proceeds of which would be used, in part, to fund the State's share (12-1/2%) of this project, was unsuccessful; and

WHEREAS, it is recognized that not all matters related to permits necessary for the construction of these facilities have yet been resolved in a manner acceptable to this Board;

NOW, THEREFORE, IT IS FOUND, DETERMINED and ORDERED, as follows:

1. The amendment to grant contract by and between the U.S. Environmental Protection Agency and this Authority, entitled "Assistance Agreement Amendment", dated October 16, 1981, is hereby accepted, and the Manager is hereby authorized and directed to execute same on behalf of this Authority. Said Assistance Agreement/Amendment is accepted conditioned upon the receipt and acceptance by this Authority of a similar such amendment to the State Grant Contract/Amendment related thereto; the State's commitment to meet its 12-1/2% funding level; and the resolution, in a manner which this Board determines to be acceptable, of matters pending with respect to permits required for the construction thereof.


\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside at a regular meeting thereof held on the 9th day of November, 1981, by the following vote:

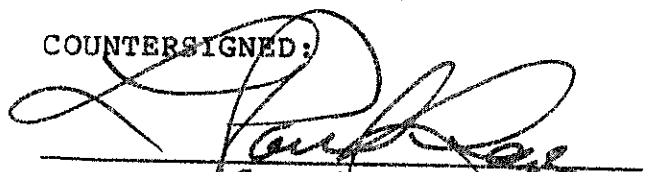
AYES, and in favor thereof, Directors: Chancellor, Shaw, Leger, Sawyer, Bishop, Shapira.

NOES, Directors: None.

ABSENT, Directors: None.

  
Chairman  
Sewer Authority Mid-Coastside

COUNTERSIGNED:

  
Secretary  
Sewer Authority Mid-Coastside



## PART III : GRANT CONDITIONS - Continued

- 1) Shall prohibit any new connections from inflow sources into the sanitary sewer portion of the sewer system, and
  - 2) Shall ensure that new sewers and connections to the sewer system are properly designed and constructed.
4. The Grantee shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the project.

This condition shall not be applicable if, on the date of execution of the grant agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than \$10,000.

5. The Grantee agrees to make payment to its contractor promptly after receipt of Federal sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:

- (a) retention of up to 10 percent of payments claimed until construction is 50 percent complete;
- (b) after construction is 50 percent complete, reduction of the total retainage to 5 percent of payments claimed, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
- (c) when the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5 percent to only that amount necessary to assure completion of the contract work;
- (d) a cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the cash retainage under (b) or (c) above.

PART III - GRANT CONDITIONS - Continued

The Grantee agrees to report to the Project Officer and promptly credit to the Federal share due under this grant the full amount of any interest earned, or if no such interest is earned, an imputed amount of interest at the prevailing rate, upon Federal sums paid to the Grantee, if payment to the contractor is unjustifiably delayed by the Grantee, its employees or representatives.

The Grantee agrees to include appropriate provision in each Step 3 construction contract to implement this prompt payment requirement.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

6. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the Cultural Resources Officer of the State Water Resources Control Board. Said Cultural Resources Officer will then determine what will be necessary for construction to proceed.
7. This grant may be terminated if any portion of the schedule for the project indicated below is not met, unless prior written waiver of the schedule has been obtained from the Division of Water Quality of the State Water Resources Control Board. This schedule in no way relieves the Grantee of the obligation to comply with the requirements of its waste discharge permit or NPDES permit.

Days after Grant Offer

Management Plan for Construction Update	30
Draft Operation and Maintenance Manual	90
Preliminary Plan of Operation	90
Advertise for bids	120
Open bids	165
Updated Revenue Program	195
Award Construction Contract	210

Approval to award the construction contract(s) will not be given prior to receipt and approval of the above items.

8. Any comments from clearinghouse will be addressed prior to award of construction contract(s).